

REVISED

OMB NO. 1105-0007

U.S. Department of Justice  
Washington, DC 20530

Exhibit B  
To Registration Statement  
Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant J.C. Watts Companies (Watts Consulting Group)	2. Registration No. 5641
3. Name of Foreign Principal Government of Senegal	

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.  
Please see attached copy of formal written contract

Formerly OBD-65

FORM CRM-155  
JUNE 1998

REVISED

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.


Government relations

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

J.C. Watts Companies will advocate and promote the strengthening of relations between the U.S. Government and the Government of Senegal with policymakers and pertinent business, education, social, and civic organizations.

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OFFICE OF REGISTRATION UNIT

Date of Exhibit B	Name and Title	Signature
10/31/2007	Elroy P. Sailor, Chief Executive Officer	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

MND  
REPUBLIQUE DU SENEGAL  
Un Peuple – Un But – Une Foi

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Gestion 2005 (Budget Management 2005)  
Procurement n°  
Underwritten on the .....  
Approved on .....  
Notified on ....

PRESIDENCE DE LA REPUBLIQUE

SECRETARIAT GENERAL

Total: 132,000,000 FCFA  
Duration: one (01) year  
Chap. 11012001010  
Art. 62, Paragraph 3, Line 3

**Contractor:** THE JC WATTS COMPANIES, LLC  
600 13<sup>th</sup> Street, NW, Suite 7900  
Washington, D.C. 20005

**Bank:** Chevy Chase Bank, Routing # [REDACTED]  
**Account name:** J.C. Watts Companies, LLC  
**Account number:** Checking account # [REDACTED]

PROCUREMENT ENTERED INTO BY DIRECT AGREEMENT

Pursuant to authorization # /PR/SG/CNCA of

**REFERENCES:** Decree # 2002-500 of May 30, 2002 — Article 75 and 92

**SCOPE:** Consulting and guidance in communication and public relations

**BETWEEN:** The General Secretary of the Presidency of the Republic of Senegal, acting in the name and on behalf of the Presidency of the Republic hereafter referred to as “ADMINISTRATION”.

As one party

**AND:** The J.C. Watts Companies, LLC with headquarters on 1600 13<sup>th</sup> Street, NW, Suite 7900 – Washington, D.C. 20005, represented by Mr. Elroy P. SAILOR, its representative acting in the name and on behalf of the above-mentioned corporation hereafter called “CONTRACTOR”.

as the other party

The following has been established and agreed upon:

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COMMUNICATIONS UNIT

## **FIRST ARTICLE: SCOPE**

The CONTRACTOR agrees to ensure

- relations with the American Government, including lobbying in the matter of important authorizations and credits relating to the American Congress and to certain federal agencies;
- private foreign investment, the creation of projects, of consulting and communication, including advice regarding the States and the cities with which Senegal will work in order to reinforce public, economic, cultural and trade relations;
- public relations as well as all other activities having to do with improving Senegal's public image in the United States of America.

## **ARTICLE 2: AMOUNT**

The amount of the contract allowance, subject of the present procurement, is fixed at: One-hundred-thirty-two million (132,000,000) FCFA francs.

The ADMINISTRATION will reimburse CONTRACTOR for all reasonable disbursements and expenditures undertaken by the CONTRACTOR for the purpose of carrying out its assignment in the framework of the current contract.

## **ARTICLE 3: DURATION**

The present contract is concluded for the duration of the Gestion 2005 (Budget Management 2005) and takes effect starting from the date of the notification of its approval to the CONTRACTOR.

## **ARTICLE 4: OBLIGATION OF THE CONTRACTING PARTY**

The ADMINISTRATION commits itself, for the entirety of the project assigned to the CONTRACTOR, to facilitate the CONTRACTOR's work, in providing first and foremost all truthful information which will be required, as well as in designating an interlocutor accessible at all times, responsible for guiding CONTRACTOR in the assignment.

In this regard, the CONTRACTOR shall not be held responsible to third parties for having brought to public attention the information communicated by the ADMINISTRATION irrespective of whether these same might prove to be untruthful or if they might prove to be false. It is not incumbent on the CONTRACTOR to verify the factuality or truthfulness of the information communicated in the event that these might prove to be detrimental. In neither case shall the responsibility of the CONTRACTOR be engaged.

## **ARTICLE 5: CONFIDENTIALITY**

In the framework of the assignment conferred, the CONTRACTOR may not divulge any information except that which might serve in carrying out the project. The CONTRACTOR and the ADMINISTRATION both agree that all press releases or public declarations making direct reference to the other party be mutually examined and approved prior to their publication. The ADMINISTRATION will notify the CONTRACTOR of the media inquiries made concerning its trade relations.

## **ARTICLE 6: RELINQUISHING OF DIPLOMATIC IMMUNITY**

The ADMINISTRATION recognizes that the present contract is a commercial enterprise and renounces, for the present, all claims and protection of diplomatic immunity relative to the execution of the present contract.

#### **ARTICLE 7: PENALTIES**

In the case of default on the established deadlines with regard to the request for the services as defined in the present contract, there will be levied a penalty of 1/2500<sup>th</sup> on the value of those project elements not carried out, for each day beyond the deadline.

#### **ARTICLE 8: COLLATERAL SECURITY**

In light of potential collateral security in the conditions established in articles 158 and following of decree 2002-550 of May 20, 2002 on the financing of public procurements by the State and by local authorities, it is stipulated that:

- a) the entity assigned to certify “project completed” is the Department of Equipment and Appurtenances Administration of the Secretary General of the Presidency of the Republic.
- b) the service charge of the paying out of the sums due by the State, in execution of the present procurement, is the Budget Management of the Ministry of Economics and Finances;
- c) the public official in charge of providing to the bearer of the procurement as well as to the beneficiaries of collateral security or subrogation, information or the conditions foreseen by article 159 of the decree of May 30, 2002, is the Director of the Procurement Office of the Ministry of Economics and Finances
- d) The accountant in charge of the payment is the General Payer of the Treasury of Dakar

#### **ARTICLE 9: PAYMENT**

The payments will take place under the direction of the General Payer of the Treasury via transfer to the name of the beneficiary at the following account:

Bank: Chevy Chase Bank, Routing # [REDACTED]  
Account name: J.C. Watts Companies, LLC  
Account number: Checking # [REDACTED]

#### **ARTICLE 10: VALIDITY**

The current procurement will not be definitive until after its approval by the competent authority.

#### **ARTICLE 11: SEALS AND REGISTRATION**

The charges, expenses of seals and registration of the present procurement are the responsibility of the CONTRACTOR.

#### **ARTICLE 12: TERMINATION**

The conditions of termination are those foreseen by articles 166 and pursuant to decree #2002-550 of May 30, 2002.

#### **ARTICLE 13: DISPUTES AND CONTESTATIONS**

All disputes relative to the interpretation or the execution of the clauses of the present contract will be resolved amicably between the parties. In case of default, they will subject to arbitration and, as a last resort, to a Special Regional (“Hors Classe”) Court of Dakar.

Signed in five (05) originals

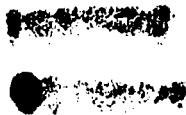
In Dakar, on

CONTRACTOR

The Secretary General of the Presidency of the Republic

AVIS DE LA CNCA (*Note: Term meaning that the contract is in accordance with all relevant laws and regulations in force*)

Abdoulaye Balde  
seen and approved  
in Dakar, on



In accordance with 28 U.S.C. §1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

10/31/2007  
Date

Elroy P. Balde  
Signature